



**MANOR CITY COUNCIL
REGULAR MEETING
AGENDA
105 E. EGGLESTON STREET
MANOR, TEXAS 78653
JANUARY 6, 2016 · 7:00 P.M.**

CALL TO ORDER AND ANNOUNCE QUORUM PRESENT

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please register on the speaker sign-in sheet at least five-minutes prior to the scheduled meeting time. NO ACTION MAY BE TAKEN BY THE CITY COUNCIL DURING PUBLIC COMMENTS.

CONSENT AGENDA

1. Consideration, discussion, and possible action to approve the minutes for the December 2, 2015 City Council Regular Meeting.
2. Consideration, discussion, and possible action to approve the minutes for the December 16, 2015 City Council Regular Meeting.
3. Consideration, discussion, and possible action on a Second Reading of an Ordinance to rezone 11817 Murchison St., Town of Manor from single family residential - 1 (R-1) district zoning to Institutional (I) district zoning.

REGULAR AGENDA

4. Consideration, discussion, and possible action on a rezoning request for 146 acres at the SE corner FM 973 and Brenham St; portions of the Calvin Baker Sur. No. 38, James Manor Sur. No. 39 and 40, James H. Manning Sur. No. 37; Travis County Appraisal District IDs# 227196, 227197, 227198, 227199, 227211 from single family residential - 1 (R-1) district zoning to Planned Unit Development (PUD) district zoning.
5. Consideration, discussion, and possible action on a Concept Plan for Lagos master planned community; 146 acres at the SE corner FM 973 and Brenham St; portions of the Calvin Baker Sur. No. 38, James Manor Sur. No. 39 and 40, James H. Manning Sur. No. 37; Travis County Appraisal District IDs# 227196, 227197, 227198, 227199, 227211.
6. Consideration, discussion, and possible action to approve a waiver from Ordinance 263B, Section 24(C)(4)(viii) which requires sidewalks on the property frontage of lots 9 and 10, Block 54.
7. Consideration, discussion, and possible action on professional services for the City of Manor Cemetery.

ADJOURNMENT

In addition to any executive session already listed above, the City Council for the City of Manor reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code for the following purposes:

§551.071 Consultation with Attorney
§551.072 Deliberations regarding Real Property
§551.073 Deliberations regarding Gifts and Donations
§551.074 Personnel Matters
§551.076 Deliberations regarding Security Devices
§551.087 Deliberations regarding Economic Development Negotiations

POSTING CERTIFICATION

I certify that this notice of the Manor City Council Meeting was posted on this 31th day of December, 2015 before 5:00 P.M., as required by law in accordance with Section 551.043 of the Texas Government Code.


Frances M. Aguilar – City Secretary

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the council chambers are wheelchair accessible and special marked parking is available. Persons with disabilities who plan to attend this meeting and who may need assistance are requested to contact Frances Aguilar, City Secretary at 512-272-5555. Provide a forty-eight hour notice when feasible.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SINGLE FAMILY RESIDENTIAL DISTRICT (R-1) TO INSTITUTIONAL DISTRICT (I); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

Whereas, after giving ten days written notice to the owners of land within two hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Zoning Ordinance. Ordinance No. 185, as amended, the City of Manor Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Rezoned Property. The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Single Family Residential (R-1) to zoning district Institutional (I). The Property is accordingly hereby rezoned to Institutional (I).

Section 4. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED FIRST READING on this the ____ day of _____ 201__.

PASSED AND APPROVED SECOND AND FINAL READING on this the ____ day of _____ 201__.

ATTEST:

THE CITY OF MANOR, TEXAS

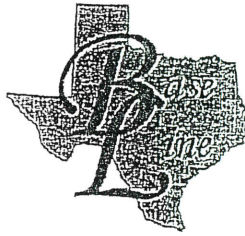
Frances Aguilar, City Secretary

Rita Jonse, Mayor

EXHIBIT "A"

Property Address: 11817 Murchison Street, Manor, Travis County, Texas

Property Legal Description: 13.34 acres out of the James Manor Survey No. 39 Abstract 528, James Manor Survey No. 40 Abstract 546, and Calvin Barker Survey No. 38 Abstract 58.



Land Surveyors, Inc.

8333 Cross Park Drive

Austin, Texas 78754

Registered Firm #10015100

Office: 512.374.9722

Fax: 512.873.9743

METES AND BOUNDS DESCRIPTION

BEING 13.34 ACRES OF LAND OUT OF THE JAMES MANOR SURVEY NUMBER 39, ABSTRACT NUMBER 528, THE JAMES MANOR SURVEY NUMBER 40, ABSTRACT NO. 546 AND THE CALVIN BARKER SURVEY NUMBER 38, ABSTRACT NUMBER 58; ALL IN TRAVIS COUNTY, TEXAS AND BEING A PORTION OF A 308.68 ACRE TRACT CONVEYED TO 706 INVESTMENT PARTNERSHIP, LTD. BY INSTRUMENT OF RECORD IN DOCUMENT NUMBER 2005114143 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found with cap, stamped "RJ" for the easternmost northeast corner of Lot 11, Block C, Wildhorse Creek Commercial; a subdivision of record in Document Number 200500205 of the Official Public Records of Travis County, Texas and being in the west right-of-way line of F.M. 973 (100' R.O.W.);

THENCE South 84°41'35" East, crossing the right-of-way of said F.M. 973 a distance of 100.50 feet to a 1/2" rebar set with plastic cap, stamped "Baseline, Inc." in the east right-of-way line of F.M. 973 and being in the west line of said 308.68 acre tract for the POINT OF BEGINNING;

THENCE crossing through the 308.68 acre tract the following seven (7) courses:

1. along a non-tangential curve to the right, having a radius of 25.00 feet, a length of 39.27 feet, a delta angle of 90°00'28" and a chord, which bears North 56°00'33" East a distance of 35.36 feet to a 1/2" rebar set with plastic cap, stamped "Baseline, Inc." for a point of tangency;
2. South 78°59'13" East a distance of 268.98 feet to a 1/2" rebar set with plastic cap, stamped "Baseline, Inc." for a point of curvature;
3. along a tangential curve to the right, having a radius of 1365.00 feet, a length of 883.35 feet, a delta angle of 37°04'43" and a chord which bears South 60°26'51" East a distance of 868.02 feet to a 1/2" rebar set with plastic cap, stamped "Baseline, Inc.";
4. South 48°05'31" West a distance of 396.94 feet to a 1/2" rebar set with plastic cap, stamped "Baseline, Inc.";
5. North 87°42'42" West a distance of 225.56 feet to a 1/2" rebar set with plastic cap, stamped "Baseline, Inc.";
6. North 80°28'03" West a distance of 398.47 feet to a 1/2" rebar set with plastic cap, stamped "Baseline, Inc.";

(P)

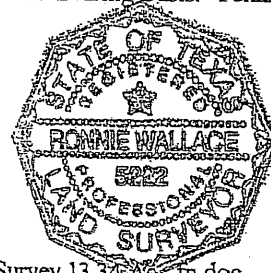
7. North 76°21'16" West a distance of 256.24 feet to a 1/2" rebar set with plastic cap, stamped "Baseline, Inc." in the west line of the 308.68 acre tract and being in the east right-of-way line of F.M. 973;

THENCE along the west line of the 308.68 acre tract and the east right-of-way line of F.M. 973 the following two (2) courses:

1. along a non-tangential curve to the right, having a radius of 5679.58 feet (record: 5679.58 feet), a length of 57.48 feet, a delta angle of 00°34'48" and a chord which bears North 10°42'56" East a distance of 57.48 feet to a calculated point, being 50.00 feet left of and perpendicular to Engineer's Centerline Station 39+00.8; from which a TxDOT Type I concrete monument found to bears South 60°37'56" East a distance of 0.44' and also from which a TxDOT Type I concrete monument found in the west right-of-way line of said F.M. 973, being 50.00' right of and perpendicular to Engineer's Centerline Station 39+00.8 bears North 78°59'40" West a distance of 100.00 feet (record: 100.00 feet);
2. North 11°00'20" East (record: North 10°35' East) a distance of 542.93 feet to the POINT OF BEGINNING.

This parcel contains 13.34 acres of land, more or less, out of the James Manor Survey Number 39, Abstract Number 528, The James Manor Survey Number 40, Abstract Number 546 and the Calvin Barker Survey Number 38, Abstract Number 58; all in Travis County, Texas. Bearing Basis: Texas State Plane Coordinates, Central Zone, NAD 83 per City of Austin GIS.

Ron. Wallace 9/3/15
Ronnie Wallace Date
Registered Professional Land Surveyor
State of Texas No. 5222



File: S:\Projects\Manor Elementary School FM 973\Docs\F_Notes\Title Survey 13.34 AC_m.doc

Exhibit A

Page 2 of 3

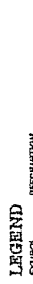
①

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
6335 CROSS PARK DRIVE
AUSTIN TEXAS 78754
REGISTERED FIRM #10016100
OFFICE 512.574.8722 FAX 512.873.8744
1001-baseline@earthlink.net

SURVEYOR'S CERTIFICATION

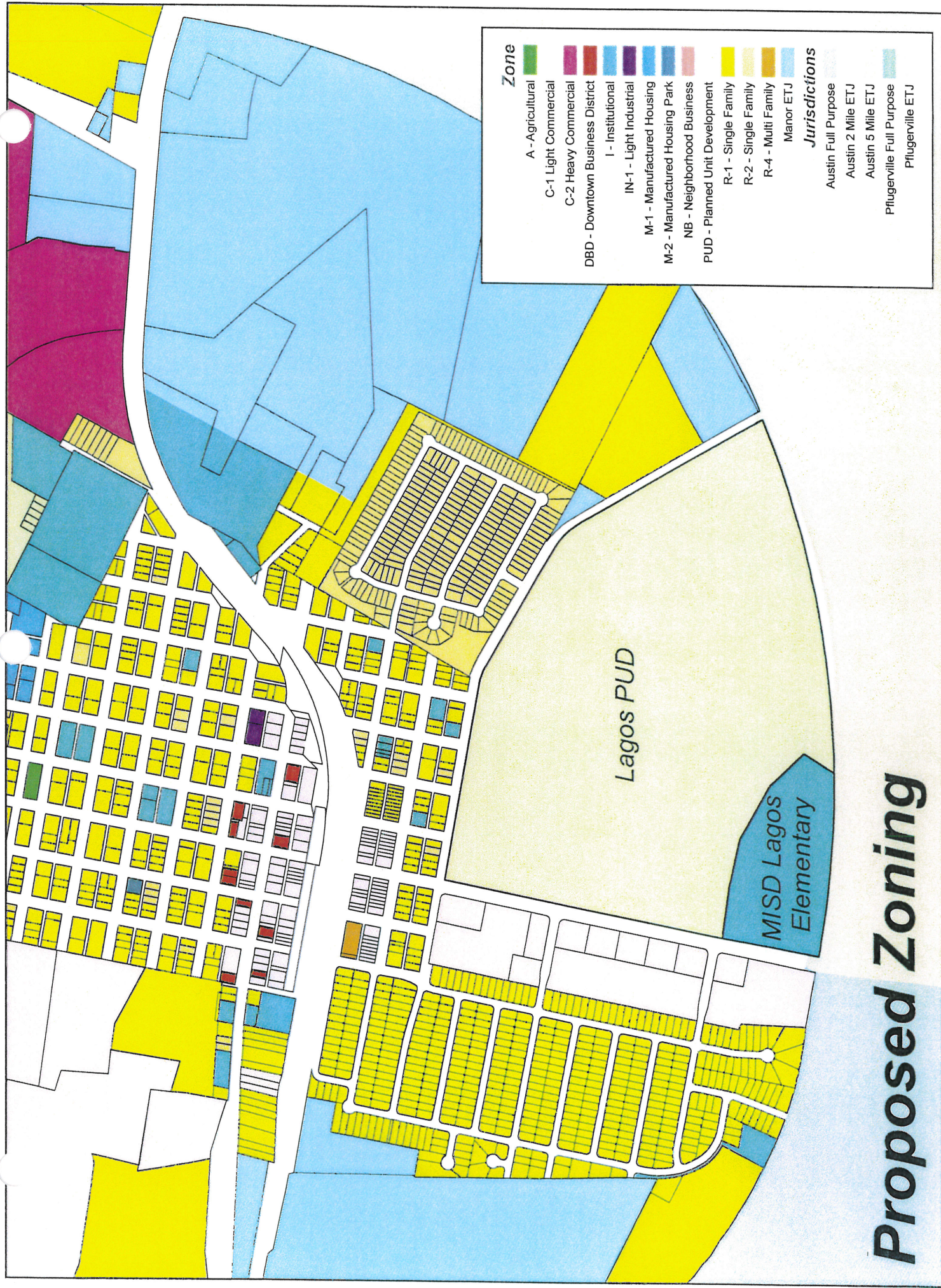
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Ron Wallace 11 April 2015
 _____ DATE
 RONNIE WALLACE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS NO. 5222



SIGNAL	REASON FOR
●	1/2" REBAR FOUNDS NOTED, IF CAPPED
■	CONCRETE MONUMENT FOUND (TYPE I)
X	CORRODED PUMP
O	1/2" REBAR SET WITH PLASTIC CAP
□	STAMPED "BUSHING IN"
⊥	UNIT POLE
∩	DONUT
-OR-	BENDING ELEMENT LINE
x	BORED NINE FEET
*	ELECTRIC FENCE
OMP.	CORRODATED METAL PIPE
○	OVERHEAD TRANSMISSION STATION
—	DOWNED ELECTRICAL
W	WENT OF WAY
40K.	OFFICIAL PUBLIC RECORDS OF TAVAS CO.
40K.	OFFICIAL PUBLIC RECORDS OF TAVAS CO.
P.P.T.	OFFICIAL PUBLIC RECORDS OF TAVAS CO.





Zone

- A - Agricultural
- C-1 Light Commercial
- C-2 Heavy Commercial
- DBD - Downtown Business District
- I - Institutional
- IN-1 - Light Industrial
- M-1 - Manufactured Housing
- M-2 - Manufactured Housing Park
- NB - Neighborhood Business
- PUD - Planned Unit Development
- R-1 - Single Family
- R-2 - Single Family
- R-4 - Multi Family

Jurisdictions

- Austin Full Purpose
- Austin 2 Mile ETJ
- Austin 5 Mile ETJ
- Pflugerville Full Purpose
- Pflugerville ETJ

Lagos PUD

MISD Lagos Elementary

Proposed Zoning



December 10, 2015

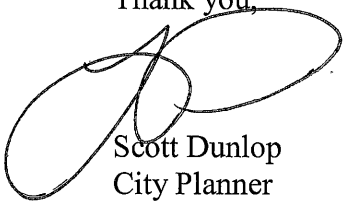
James Bartosh
Manor Independent School District
10335 US HWY 290 East
Manor, Texas 78653

RE: MISD Lagos Elementary rezoning application

Mr. Bartosh,

The Planning and Zoning Commission at the December 9th meeting unanimously voted to recommend rezoning 13.34 acres at 11817 Murchison from single-family residential (R-1) to Institutional (I). The request is now scheduled to go before the City Council on December 16th, 2015 for a first reading and January 6th, 2016 for a final reading.

Thank you,



Scott Dunlop
City Planner

November 9, 2015

City of Manor
Attn: Scott Dunlop
505 Barton Springs Road
Austin, Texas 78704

**Re: *Lagos Master Planned Community
Planned Unit Development – Letter of Intent
SE corner of FM 973 and Blake Manor Road
Manor, Texas 78653***

To Whom It May Concern:

Please accept this Summary Letter for the above referenced project. The proposed Lagos Master Planned Community is located at the southeast corner of FM 973 and Blake Manor Road in Manor, Texas and Travis County. The existing property is approximately 700 undeveloped acres. The site consists of approximately 146 acres within the City of Manor's jurisdiction, with the remainder residing in the City of Austin.

The proposed development intends to provide single family housing in the style of a lakefront community. The majority of the proposed single family residences will be located next to ponds and lakes to offer a better living experience than a typical subdivision. In addition to the single family lots, multi-family apartment units, retail lots, restaurants, public parks, and other amenities are included in the scope of the development. Manor ISD has been coordinating to construct a new elementary school in the Lagos property as well.

A typical zoning classification is not conducive to providing this variety of uses in an efficient or aesthetically pleasing manner. In order to adequately and responsibly meet the needs of the citizens of Manor, the Lagos property is undergoing the rezoning process, in order to be classified as a Planned Unit Development (PUD). PUD zoning allows for a more flexible and fluid community as well as a better dispersion of uses throughout the proposed development.

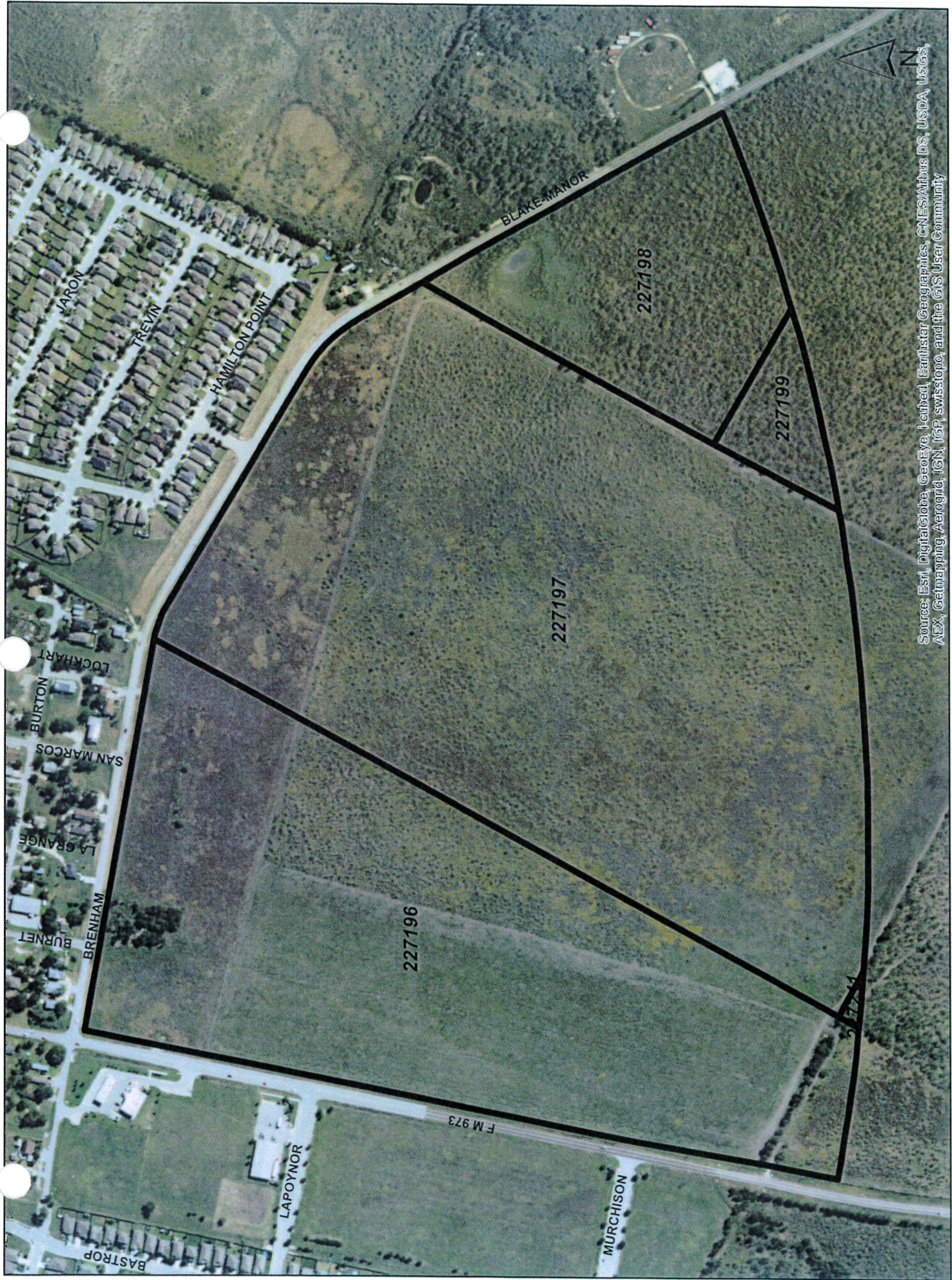
If you have any questions or comments regarding this request, please contact me at 512-418-1771.

Sincerely,

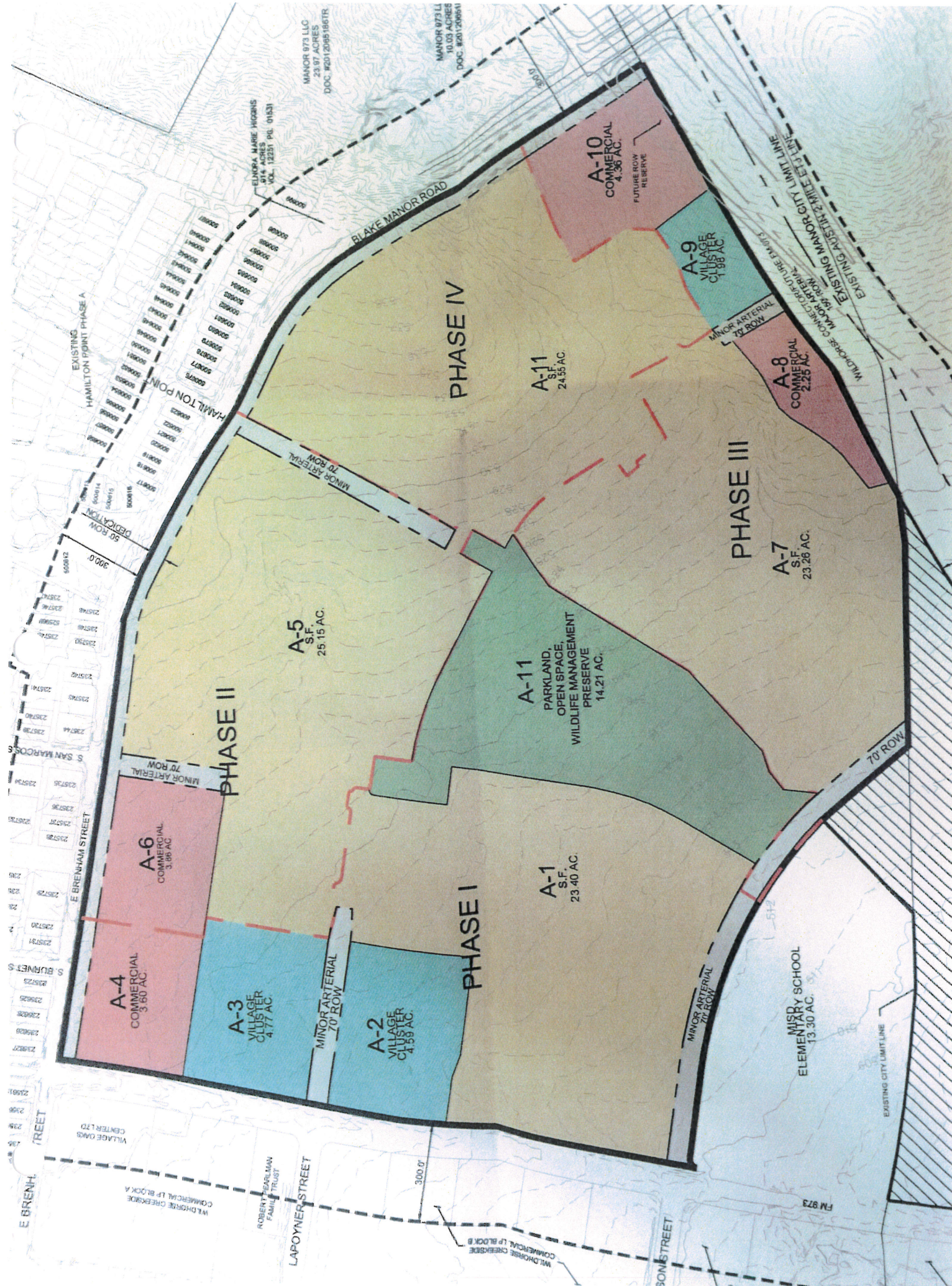
KIMLEY-HORN AND ASSOCIATES, INC.

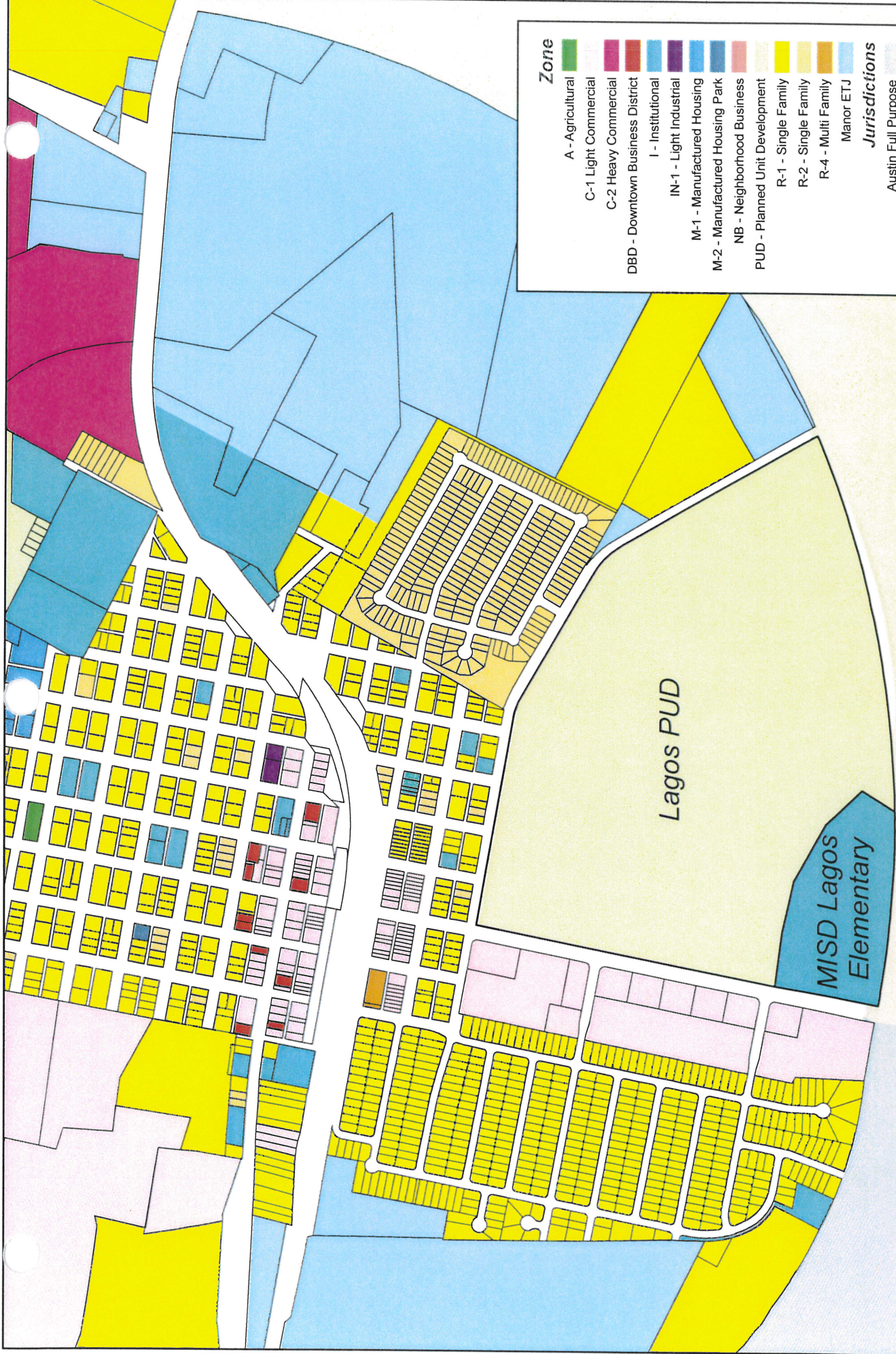


Robert J. Smith, P.E.
Senior Project Manager



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community





Zone

- A - Agricultural
- C-1 Light Commercial
- C-2 Heavy Commercial
- DBD - Downtown Business District
- I - Institutional
- IN-1 - Light Industrial
- M-1 - Manufactured Housing
- M-2 - Manufactured Housing Park
- NB - Neighborhood Business
- PUD - Planned Unit Development
- R-1 - Single Family
- R-2 - Single Family
- R-4 - Multi Family
- Manor ETJ

Jurisdictions

- Austin Full Purpose
- Austin 2 Mile ETJ
- Austin 5 Mile ETJ
- Pflugerville Full Purpose
- Pflugerville ETJ

Proposed Zoning

MAILING ADDRESS	PROPERTY OWNER NAME(S) STREET ADDRESS ROAD CITY/STATE/ZIP	706 INVESTMENT PARTNERSHIP LTD N FM 973 9900 US HIGHWAY 290 E MANOR, TX 78653
706 INVESTMENT PARTNERSHIP LTD N FM 973 9900 US HIGHWAY 290 E MANOR, TX 78653	706 INVESTMENT PARTNERSHIP LTD N FM 973 9900 US HIGHWAY 290 E MANOR, TX 78653	706 INVESTMENT PARTNERSHIP LTD N FM 973 9900 US HIGHWAY 290 E MANOR, TX 78653
706 INVESTMENT PARTNERSHIP LTD N FM 973 9900 US HIGHWAY 290 E MANOR, TX 78653	ISHIV INVESTMENTS LLC BLAKE MANOR ROAD 4526 LAGO VIENTO AUSTIN, TX 78734	THERMAL MECHANICAL CONTRACTORS BLAKE MANOR ROAD PO BOX 646 MANOR, TX 78653
MANOR 973 LLC BLAKE MANOR ROAD 4215 LAGO VIENTO AUSTIN, TX 78734	SEPECO BURTON STREET PO BOX 170309 AUSTIN, TX 78717	JUAN F MARIN ESQUIVEL & DIANA N ZUNIGA TOBIAS BURTON STREET PO BOX 1225 MANOR. TX 78653
OTHA B & VELMA L SMITH BURTON STREET 10605 WENTWORTH DR ROWLETT, TX 75089	JOSE I GUTIERREZ BURTON STREET 2501 LANSBURY DR AUSTIN, TX 78723	CATARINO M TORALES & ALVELETICIA RIVERA BURTON STREET PO BOX 408 MANOR. TX 78653
MABEL JONES C/O MARY LEE MORE BRENHAM STREET 530 KIRTRIGHT ST SAN DIEGO, CA 92114	SEPECO BRENHAM STREET PO BOX 170309 AUSTIN, TX 78717	SEPECO BRENHAM STREET PO BOX 170309 AUSTIN, TX 78717
MARY A FABIAN & JOE A PEREZ BRENHAM STREET PO BOX 534 MANOR, TX 78653	IRAIS HUERTA MARTINEZ BRENHAM STREET 5005 BLUE SPRUCE CIRCLE B UNIT 1 AUSTIN, TX 78723	KARIL SUE EVANS BURTON STREET 1407 MARCUS PLACE AUSTIN, TX 78721
SEPECO BURTON STREET PO BOX 170309 AUSTIN, TX 78717	PAUL VILLALOBOS BURTON STREET PO BOX 971 MANOR, TX 78653	ROGER F. WHITE E. BRENHAM STREET PO BOX 308 MANOR, TX 78653
ROGER F. WHITE E. BRENHAM STREET PO BOX 308 MANOR, TX 78653	ROGER WHITE E. BRENHAM STREET PO BOX 308 MANOR, TX 78653	ROGER F. WHITE E. BRENHAM STREET PO BOX 308 MANOR, TX 78653
PAUL VILLALOBOS BURTON STREET PO BOX 971 MANOR, TX 78653	CAMILLA ETAL BURTON STREET 3801 WICHITA STREET HOUSTON, TX 77004	ENEDINA LEDESMA S BURNETT STREET PO BOX 114 MANOR, TX 78653

GLENN & RUTH SAULS
BURTON STREET
206 BURTON STREET N
MANOR, TX 78653

SEPECO
BURTON STREET
PO BOX 170309
AUSTIN, TX 78717

SEPECO
BURTON STREET
PO BOX 170309
AUSTIN, TX 78717

MARTIN & MARIA CASTILLO
BRENHAM STREET
PO BOX 453
MANOR, TX 78653

ANALILIA ESQUIVEL HERRERA
BRENHAM STREET
5806 JFK DRIVE
AUSTIN, TX 78724

JESSIE H WILLIAMS
BURNET STREET
310 S BURNET STREET
MANOR, TX 78653

GILDON CREEK BAPTIST CHURCH
BURTON STREET
PO BOX 856
MANOR, TX 78653

JAMES JOYNER ESTATE
BURTON STREET
5101 HEFLIN LANE
AUSTIN, TX 78721

MOLLY G REYES
SAN MARCOS STREET
PO BOX 2
MANORM, TX 78653

JOSE LUIS JUAREZ
BRENHAM STREET
116 CHRISTENSEN ROAD
ELGIN, TX 78621

MARIA REBECA VERA
BRENHAM STREET
18100 MAXA DRIVE
MANOR, TX 78653

TANCOR LLC
BRENHAM STREET
9009 FAIRWAY HILL DRIVE
AUSTIN, TX 78750

RUBEN CORONADO
BRENHAM STREET
209 MALDONADO TRAIL
DEL VALLE, TX 78617

GILDON CREEK FIRST BAPTIST CHURCH
BURTON STREET
PO BOX 856
MANOR, TX 78653

LITTLE ZION BAPTIST CHURCH
BURTON STREET
3102 REXFORD DRIVE
AUSTIN, TX 78723

LITTLE ZION BAPTIST CHURCH
BURTON STREET
406 EAST BURTON STREET
MANOR, TX 78653

JOSEPH A STERNS & LIFE ESTATE
BLAKE MANOR ROAD
11303 TEDFORD STREET
AUSTIN, TX 78753

JOSEPH A STERNS & LIFE ESTATE
BLAKE MANOR ROAD
11303 TEDFORD STREET
AUSTIN, TX 78753

FIRST BAPTIST CHURCH
BRENHAM STREET
PO BOX 184
MANOR, TX 78653

JOSE TOBIAS NERI
BURTON STREET
502 BURTON STREET
MANOR, TX 78653

CATHERINE KLAUSE
BURTON STREET
PO BOX 805
MANOR, TX 78653

VICTOR AND SHEILA EGBUONYE
BURTON STREET
11613 PILLION PLACE
MANOR, TX 78653

VICTOR AND SHEILA EGBUONYE
BLAKE MANOR ROAD
11613 PILLION PLACE
MANOR, TX 78653

RUDOLFO MOSES REYES
BLAKE MANOR ROAD
PO BOX 123
MANOR, TX 78653

RUDOLFO MOSES REYES
BLAKE MANOR ROAD
17411 BLAKE MANOR ROAD
MANOR, TX 78653

HAMILTON POINT HOMEOWNERS
ASSOCIATION INC
HAMILTON POINT CIRCLE
PO BOX 7079
ROUND ROCK. TX 78663

RAUL C HERNANDEZ
HAMILTON POINT CIRCLE
16613 HAMILTON POINT CIRCLE
MANOR, TX 78653

SUE EDWARDS
HAMILTON POINT CIRCLE
16617 HAMILTON POINT CIRCLE
MANOR, TX 78653

REFUGIA AND PETE PEREZ
HAMILTON POINT CIRCLE
16621 HAMILTON POINT CIRCLE
MANOR, TX 78653

REFUGIA M & PETE PEREZ
HAMILTON POINT CIRCLE
16621 HAMILTON POINT CIRCLE
MANOR, TX 78653



CITY OF MANOR
HAMILTON POINT CIRCLE
201 EAST PARSONS STREET
MANOR, TX 78653

ADELINA F GOMEZ
HAMILTON POINT CIRCLE
16701 HAMILTON POINT CIRCLE
MANOR, TX 78653

CAROLINA FLORES
HAMILTON POINT CIRCLE
16705 HAMILTON POINT CIRCLE
MANOR, TX 78653

ANTONIO ESPARZA
HAMILTON POINT CIRCLE
11507 HEREFORD STREET
MANOR, TX 78653

JOSE ROGELIO PEREZ & MARIA RAMONA
PEREZ
HAMILTON POINT CIRCLE
16713 HAMILTON POINT CIRCLE
MANOR, TX 78653

LUCIO MEZA
HAMILTON POINT CIRCLE
16717 HAMILTON POINT CIRCLE
MANOR, TX 78653

EVERETT AND PAULA G ISON
HAMILTON POINT CIRCLE
16721 HAMILTON POINT CIRCLE
MANOR, TX 78653

MARIA AND EDGAR MORENO
HAMILTON POINT CIRCLE
16725 HAMILTON POINT CIRCLE
MANOR, TX 78653

MARLENE M SMITH TRUSTEE
HAMILTON POINT CIRCLE
16912 HAMILTON POINT CIRCLE
MANOR, TX 78653

DENISE R GUERRA
HAMILTON POINT CIRCLE
15201 SWEET CADDIES DR
PFLUGERVILLE, TX 78660

GWENDOLYN J CAMPBELL
HAMILTON POINT CIRCLE
16904 HAMILTON POINT CIRCLE
MANOR, TX 78653

OLIVIA AGUILAR
HAMILTON POINT CIRCLE
16900 HAMILTON POINT CIRCLE
MANOR, TX 78653

TRAVIS COUNTY HARRIS FAMILY LAND
TRUST
HAMILTON POINT CIRCLE
16828 HAMILTON POINT CIRCLE
MANOR, TX 78653

CARL S & JACQUELIN MROZ
HAMILTON POINT CIRCLE
16824 HAMILTON POINT CIRCLE
MANOR, TX 78653

STACIA MAYER
HAMILTON POINT CIRCLE
16820 HAMILTON POINT CIRCLE
MANOR, TX 78653

MARIO A GODINA JR & PATRICIA DE LA
ROSA
HAMILTON POINT CIRCLE
111 SINGLE OAK CROSSING
CEDAR CREEK, TX 78612

REBECCA GASPAR
HAMILTON POINT CIRCLE
16812 HAMILTON POINT CIRCLE
MANOR, TX 78653

PAULINE L SCHANK
HAMILTON POINT CIRCLE
16808 HAMILTON POINT CIRCLE
MANOR, TX 78653

VICKY J ROCH
HAMILTON POINT CIRCLE
16804 HAMILTON POINT CIRCLE
MANOR, TX 78653

TAWNY ROSE MORELAND
HAMILTON POINT CIRCLE
16800 HAMILTON POINT CIRCLE
MANOR, TX 78653

MARK J DAVILA
HAMILTON POINT CIRCLE
1309 CORANDER DR
AUSTIN, TX 78741

JAMES L & JUDY F STOREY
HAMILTON POINT CIRCLE
16724 HAMILTON POINT CIRCLE
MANOR, TX 78653

ANZELMO & BRENDA PORTILLO
HAMILTON POINT CIRCLE
16720 HAMILTON POINT CIRCLE
MANOR, TX 78653

SALVADOR & MARIA GE GONZALEZ
HAMILTON POINT CIRCLE
16716 HAMILTON POINT CIRCLE
MANOR, TX 78653

QUINCY & COURTNEY SIMON
HAMILTON POINT CIRCLE
16712 HAMILTON POINT CIRCLE
MANOR, TX 78653

VICENTE CRUZ & ANA M FLORES
HAMILTON POINT CIRCLE
16708 HAMILTON POINT CIRCLE
MANOR, TX 78653

AMADO & DONNEL ALMAGUER
HAMILTON POINT CIRCLE
16704 HAMILTON POINT CIRCLE
MANOR, TX 78653

MARGARITO G AND SILVIA E ESPINO
HAMILTON POINT CIRCLE
16805 HAMILTON POINT CIRCLE
MANOR, TX 78653

PEGUES KATRINA SWAIN
HAMILTON POINT CIRCLE
16809 HAMILTON POINT CIRCLE
MANOR, TX 78653

NATALIE G HENRY
HAMILTON POINT CIRCLE
16813 HAMILTON POINT CIRCLE
MANOR, TX 78653



JILL ANTIONETTE KINGSTON
HAMILTON POINT CIRCLE
16817 HAMILTON POINT CIRCLE
MANOR, TX 78653

STEVEN AND TERENCE KAUCHER
HAMILTON POINT CIRCLE
16821 HAMILTON POINT CIRCLE
MANOR, TX 78653

DANIEL RIVAS III AND MARTHA EUGENIA
HAMILTON POINT CIRCLE
16825 HAMILTON POINT CIRCLE
MANOR, TX 78653

ANGIE THOMPSON
HAMILTON POINT CIRCLE
16829 HAMILTON POINT CIRCLE
MANOR, TX 78653

PROVENCE INVESTMENTS LLC
HAMILTON POINT CIRCLE
2911 SIX GUN TRAIL
AUSTIN, TX 78748

VALERIE NGUYEN
HAMILTON POINT CIRCLE
16905 HAMILTON POINT CIRCLE
MANOR, TX 78653

EDDY MATOS AND SARA RANGEL
HAMILTON POINT CIRCLE
16909 HAMILTON POINT CIRCLE
MANOR, TX 78653

MANUEL GARCIA JR
HAMILTON POINT CIRCLE
16913 HAMILTON POINT CIRCLE
MANOR, TX 78653

STEVE AND ROCHENDA MCBRIDE
HAMILTON POINT CIRCLE
PO BOX 23
MANOR, TX 78653

MARY WRIGHT
HAMILTON POINT CIRCLE
16921 HAMILTON POINT CIRCLE
MANOR, TX 78653

4CF INVESTMENTS - 4 LLC
HAMILTON POINT CIRCLE
1525 CYPRESS CREEK RD STE H PMB 111
CEAR PARK, TX 78613

DARRELL WAYNE SCRUGGS
HAMILTON POINT CIRCLE
16925 HAMILTON POINT CIRCLE
MANOR, TX 78653

HELEN HUINING LIU
HAMILTON POINT CIRCLE
PO BOX 10253
AUSTIN, TX 78766

SANDRA SANDERS
HAMILTON POINT CIRCLE
17001 HAMILTON POINT CIRCLE
MANOR, TX 78653

JAIME AND MARIBEL VASQUEZ
BURTON STREET
PO BOX 541
MANOR, TX 78653

ELNORA MARIE HIGGINS
BLAKE MANOR ROAD
PO BOX 118
MANOR, TX 78653

MANOR 973 LLC
SMITH LN
4215 LAGO VIENTO
AUSTIN, TX 78734

PEARLMAN ROBERT FAMILY TRUST
N FM 973
40 CONNERS ROAD
VILLA RICA, GA 30180

WILD HORSE CREEKSIDE COMMERCIAL LP
N FM 973
9900 US HIGHWAY 290 E
MANOR, TX 78653

WILD HORSE CREEKSIDE COMMERCIAL LP
N FM 973
9900 US HIGHWAY 290 E
MANOR, TX 78653

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9900 US HIGHWAY 290 E
MANOR, TX 78653

WILD HORSE CREEKSIDE COMMERCIAL LP
N FM 973
9900 US HIGHWAY 290 E
MANOR, TX 78653

VILLAGE OAKS CENTER LTD
N FM 973
PO BOX 200880
AUSTIN, TX 78720

WILD HORSE CREEKSIDE COMMERCIAL LP
N FM 973
9900 US HIGHWAY 290 E
MANOR, TX 78653

WILD HORSE CREEKSIDE COMMERCIAL LP
N FM 973
9900 US HIGHWAY 290 E
MANOR, TX 78653

WILD HORSE CREEKSIDE COMMERCIAL LP
N FM 973
9900 US HIGHWAY 290 E
MANOR, TX 78653



November 30, 2015

Robert J. Smith, P.E.
Kimely-Horn and Associates, Inc.
10814 Jollyville Road, Avallion IV, Suite 300
Austin, Texas 78759

Re: First Concept Plan Review for
Lagos Master Planned Community
City of Manor, Texas

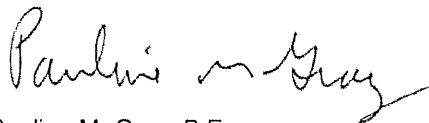
Dear Mr. Smith:

The Lagos Master Planned Community Concept Plan, submitted by Kimley-Horn and Associates, Inc. and received by our office on November 9, 2015, has been reviewed for completeness and compliance with the City of Manor Subdivision Ordinance. We can offer the following comments based upon our review:

1. The location map on the concept plan is not to the correct scale as required in Section 21(c)(3) of Subdivision Ordinance 263B. A location map drawn at a scale of two thousand (2,000) feet per inch showing the area within a one (1) mile radius of the proposed subdivision must be shown on the plan. Use of the latest USGS 7.5 minute quadrangle map is recommended.
2. The future FM 973 50' R.O.W. dedication to TXDOT should be shown on the concept plan.
3. The R.O.W. dedication width for Blake Manor Road should be shown on the concept plan.
4. Section 21(c)(1) requires that the surveyor name, address and phone number be shown on the concept plan.
5. The date the concept plan was revised and/or prepared is required to be shown on the concept plan per Section 21(c)(2).
6. Section 21(c)(8)(ii) requires that the estimated traffic volume to be generated by all proposed development other than single family residential be shown on the concept plan.

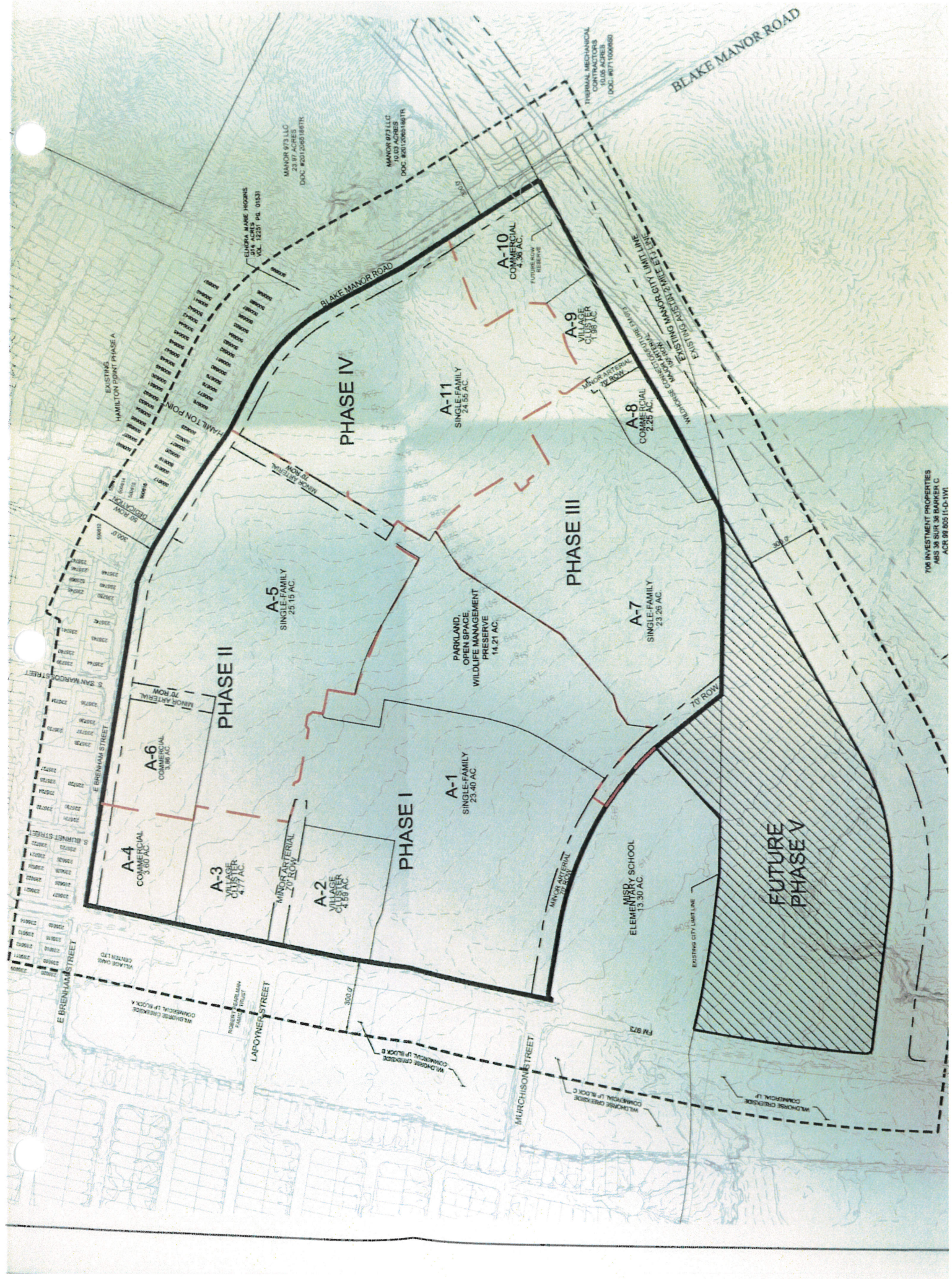
The Concept Plan does not meet the minimum informational requirements of Subdivision Ordinance 263 and is therefore administratively incomplete. Additional comments may be generated as requested information is provided. A comment response letter, indicating how each comment has been addressed, must be included with a resubmitted plan. Review of this submittal does not constitute a verification of all data, information and calculations supplied by the applicant are accurate, complete, or adequate for the intended purpose. The engineer of record is solely responsible for the completeness, accuracy, and adequacy of his/her submittal, whether or not City Engineers review the application for Ordinance compliance. Please call if you have any questions or need additional information.

Sincerely,



Pauline M. Gray, P.E.
PMG/s

Cc: Tom Bolt, City of Manor
Scott Dunlop, City of Manor



700 INVESTMENT PROPERTIES
#8333M SUR 38 BARKER C
ACR 98 805 (1-D-1W)

DTH RENOVATIONS

607 E. WHEELER ST

MANOR, TX 78653

OFFICE 512-903-8379

FAX 512-284-8524

Dec 30, 2015

Mr. Scott Dunlop

Development Services Planner

City of Manor

P. O. Box 387

Manor, Texas 78653

RE: Amended Plat of Lots 9 and 10, Block 54, City of Manor

Dear Mr. Dunlop:

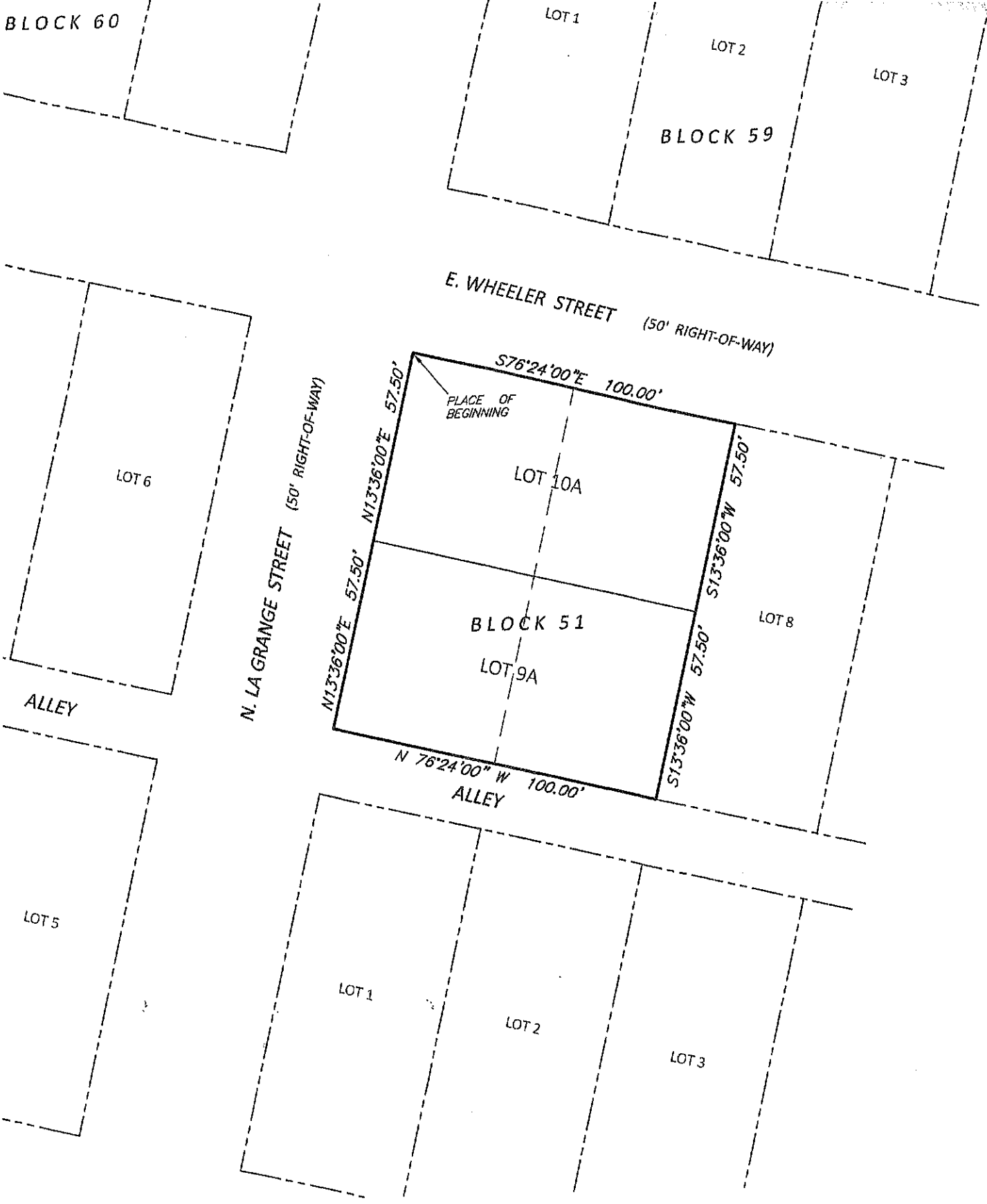
On behalf of Jovita M. Dominguez and Sara K. Dominguez, owner of Lots 9 and 10, Block 54 of the City of Manor, I am requesting a waiver from section 24 9 (c)(4)(vii) of the Subdivision Ordinance 263B which requires sidewalks on the property frontage. The subject property has frontage along East Wheeler Street and N. LaGrange Street which are paved as asphalt roadway with currently no curbing. The approval of this waiver request would be consistent with other development in this of the City of Manor and with surrounding properties.

If I can be of any further assistance or if there are questions in this regard, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Dominguez', written in a cursive style.

Richard Dominguez



CITY APPROVALS:

THIS SUBDIVISION IS LOCATED WITHIN THE LIMITS OF THE CITY OF MANOR, TEXAS.

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONG COMMISSION OF THE CITY OF MANOR, TEXAS, AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL.

DATED THIS _____ DAY OF _____, 20__.

UILDINGS, FENCES,
LOWED IN A DRAINAGE
IANOR, TEXAS.
NCE WITH CURRENT



Office Address: 9708 Braes Valley, Austin, Texas 78729
Mailing Address: P. O. Box 203755, Austin, Texas 78720-3755
Telephone (512) 453-6699
www.accutexasurvey.com
TBPLS Firm No. 100064-00

SCOPE OF SERVICES

Cemetery Mapping

The following detailed Scope of Services are submitted to provide professional surveying and/or consulting services by Accutex Survey Systems, Inc. (**Surveyor**) for Manor Cemetery Association (**Client**) on Manor Cemetery (**Project**).

Location: North side of N. Lockhart Street, Manor, Travis County, Texas.
Latitude/Longitude: 30°20'40.39"N, 97°33'08.79"W

I. PROFESSIONAL SERVICES: Surveyor agrees to perform the following Basic Services under this agreement:

Cemetery Mapping of the occupied fenced cemetery known as Manor Cemetery.

Phase 1 - Boundary Survey: Initial boundary survey to analyze, locate and/or re-establish property corner monumentation and the lines they represent of the Project based upon deed records, found property corner monumentation of the subject property as well as adjoining properties and to establish survey controls to be utilized to perform the work described in the phase(s) below. This includes the necessary records research, field work, office calculations and drafting to produce a **base map** at a scale divisible by 10 on a 24 by 36 inch drawing which will show the measured results and findings of the boundary survey.

Phase 2 - Mapping of fences, gateways, driveways, headstones, curbing, features, and other visible evidence of burials along with any visible utilities: Utilizing the survey controls and the base map described in Phase 1, Surveyor will do the necessary field work to locate perimeter fences, driveways, structures, burial features (i.e. headstones, curbing and other markings evidencing burial spaces). The field data collected will be processed and utilized to draw on the base map all visible findings to produce a Cemetery Map.

Phase 3 - Pattern Mapping (Optional): Utilizing work performed in Phases 1 and 2, the data collected and drawn will be processed and utilized to determine the grid pattern (*or the closest fit grid pattern*) of existing burials, and to establish an orderly numbering system for existing and future burials. This map can be used as a base map for the efficient development of future phases of the remaining or acquired cemetery property. High resolution photographs will be taken of each headstone to assist in providing a mapped location of known/marked burials. This phase does not include design of future cemetery spaces.

Special Conditions: Prior to commencement of survey work covered by this Scope of Services, Client to provide Surveyor with any available survey maps, descriptions, or other pertinent survey related data relevant to the property covered by this agreement, along with a list of all known burials with date of birth, date of death, etc. The cost estimates provided below are based on the work proposed to be performed in the winter months when foliage of vegetation is at a minimum.

II. COMPENSATION: Surveyor's compensation for services rendered will be based on the following method of payment:

A. Basic Services:

Phase 1 - Estimated Fee of \$2,850.00 plus sales tax *(if applicable)* and reimbursable expenses.

Phase 2 - Estimated Fee of \$17,600.00 plus sales tax *(if applicable)* and reimbursable expenses.

Phase 3 - Estimated Fee of \$6,000.00 plus sales tax *(if applicable)* and reimbursable expenses.

(Surveyor's Fee Schedule is attached as Exhibit "A")

B. Reimbursable Expenses:

Cost of survey supplies, copying, acquiring of documents, and other non-labor charges directly related to the project shall be billed at cost plus 10% handling.

III. PAYMENTS: Invoices will be submitted for payment as follows:

Retainer payment of 30% due prior to commencement of survey work. Invoices submitted upon completion of project for all services rendered. Retainer shall be applied to final invoice. Payment of invoice submitted upon completion and delivery of project for services rendered and/or expenses incurred ***is due upon delivery of invoice and map***. All payments due are to be made at the office of Surveyor in Austin, Texas.

IV. TERMINATION: The obligation to provide further services under this Agreement may be terminated without cause by either party upon seven (7) days written notice. On termination by either Client or Surveyor, Client shall pay Surveyor with respect to any services performed to the date of termination (including all reimbursable expenses incurred).

V. REUSE AND OWNERSHIP OF DOCUMENTS: Surveyor retains ownership of all original survey records, drawings, sketches, plats, etc. obtained, produced or prepared by Surveyor and are instruments of service in respect to the Project and Surveyor has the unrestricted right to use any such work product for any purpose whatsoever without the consent of Client. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse by Client or others without written verification or adaptation by Surveyor for the specific purpose intended will be at their own risk and without liability or legal exposure to Surveyor; and Client shall indemnify and hold harmless Surveyor from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Surveyor to further compensation at rates to be agreed upon by Client and Surveyor.

VI. BUDGETS: Proposed budgets have been established for the services included in the scope of the project. These are estimates of the time and material that might be required, but are not intended to represent fixed costs unless specified as "Lump Sum". The Client will be charged on the basis of actual time and material expended on the completion of authorized work.

VII. CHANGES IN SCOPE AND ADDITIONAL WORK: Requests for service to be performed that is not included in this Scope of Service is subject to an additional fee. Written authorization for these services shall be required as amendments to the agreement. In the event that any staking or survey work is destroyed by act of God or parties other than Surveyor, the cost of restaking or resurveying shall be paid by Client as extra work, provided such work is authorized by Client.

VIII. COORDINATION: The development of all activities shall be coordinated through the owner of the project or his/her/their representative. The appointed representative shall be considered the owner's agent insofar as the scheduling and authorization of surveying services is concerned.

IX. LIMITATION OF LIABILITY: It is mutually agreed by Client and the Surveyor that at no time during the development of any particular phase of the Project authorized hereunder shall the Surveyor be held liable by Client for any claim arising out of services rendered pursuant to this Agreement in connection with such phase of the Project, whether in contract or in tort, for more than the amount of the surveying fees paid to date in connection with that particular phase of the Project. Similarly, upon completion of a particular phase of the Project authorized hereunder, the Surveyor shall not be held liable by Client for such a claim for more than the total amount of the surveying fees paid to the Surveyor in connection with that particular phase of the Project. In the event that a third party should recover any damages from the Client, the Surveyor, or the Client and the Surveyor jointly, for a claim arising out of services rendered pursuant to this Agreement in connection with a particular phase of the project, the maximum liability of the Surveyor shall not exceed the total amount of surveying fees paid to the Surveyor for that particular phase of the Project and the Client shall indemnify and hold Surveyor harmless from any and all liability in excess of such amount.

Surveyor shall not be liable for damages resulting from the actions or inactions of governmental agencies, lenders, title companies, purchasers or sellers, and Surveyor shall only act as an adviser in all governmental relations. In the event that Client institutes a suit against Surveyor because of any failure or an alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, Client agrees to pay Surveyor any and all costs of defense. Should litigation be necessary to enforce any term or provision of this agreement or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party.

The word "certify" or "certification" as shown or used upon a survey or any other survey related document means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.

X. COPYRIGHT: The parties to this agreement agree that all protections of the United States and Texas copyright laws shall be applicable to the work product to the benefit of Surveyor, including common law and statutory law, whether or not such copyright actually applies to such work product.

- XI. GOVERNING LAW:** This agreement shall be construed and enforced in accordance with the laws of the State of Texas.
- XII. INVALIDATION:** If this Agreement is not executed by Client and received by Surveyor within 15 days of the date shown under "Date of Proposal", it shall become invalid unless Surveyor extends the time in writing.
- XII. EXECUTION OF AGREEMENT:** The provisions of the attached exhibits (if any) are incorporated hereinto and made a part of this agreement.

Accutex Survey Systems, Inc. agrees to perform the above specified services in accordance with standard surveying practices.

Accutex Survey Systems, Inc.

Date of Proposal:

November 23, 2015

The above fees, terms, conditions and provisions are satisfactory and are hereby accepted. You are authorized to do the work as specified hereon or on the exhibits attached hereto (if any). Payment will be made as outlined herein.

Client

by _____.

Title _____.

Date _____.

Billing Address:

_____.

_____.

_____.

Telephone: _____.

Email: _____.

The regulatory board having jurisdiction over land surveyors is the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Bldg. A, Suite 156, Austin, Texas 78753. All unresolved complaints about surveying services may be forwarded to the regulatory board.



Office Address: 9708 Braes Valley, Austin, Texas 78729
Mailing Address: P. O. Box 203755, Austin, Texas 78720-3755
Telephone (512) 453-6699
www.accutexsurvey.com
TBPLS Firm No. 100064-00

FEE SCHEDULE

January 1, 2011

Secretary/Clerical/Runner (minimum charge \$18.00)	\$36.00 / hour
Drafting/Plotting	\$60.00 / hour
Computations	\$60.00 / hour
Conference/Research	\$70.00 / hour
R.P.L.S. Consultant Service/Review	\$80.00 / hour
Field Time	\$110.00 / hour

The above rates are for within the Austin area. Vehicle milage outside the Austin area (*includes all of Travis/Williamson Counties*) will be charged at a rate of \$0.33 per mile. Other travel expenses, meals and lodging, etc. at cost plus 10% handling.

Reimbursable Expenses/Purchased Services - All purchased services are invoiced at actual cost plus 10% handling. These include, but are not limited to reproduction, acquisition of plats and/or deed records, etc., and other leased equipment and expendable supplies.

Terms - Invoices will be submitted for payment upon completion of the project and are payable "Net due per contractual agreement". A 10% billing charge will be added to the account when overdue statement is sent out 15 days after the date of the original invoice. In some cases a retainer fee will be necessary to commence survey work.

EXHIBIT "A"